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Rhino, LLC d/b/a Gun Garage/GAG*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

PERFORMANCE RHINO LLC d/b/a GUN  
GARAGE/GAG,

Plaintiff,

vs.

GRANITE STATE INSURANCE  
COMPANY, a New York corporation;  
LOCKTON AFFINITY LLC, a Missouri  
limited liability company; BRENT RYAN, an  
individual and as Account Manager for  
LOCKTON AFFINITY, LLC; DOES I  
through X, inclusive; and ROE  
CORPORATIONS I through X, inclusive,

Defendants.

Case Number: 2:17-cv-00803-APG-PAL

**STIPULATION AND ORDER FOR  
COURT DETERMINATION OF GOOD  
FAITH SETTLEMENT AND  
DISMISSAL WITH PREJUDICE OF  
ALL CLAIMS**

Pursuant to LR IA 6-1 and LR 26-4, Plaintiff Performance Rhino, LLC d/b/a Gun  
Garage/GAG ("Plaintiff"), by and through its attorneys of record, Jason M. Gerber, Esq.  
and Jared M. Moser, Esq., of the law firm of Marquis Aurbach Coffing; Defendant  
Granite State Insurance Company ("Granite State"), by and through its attorney of record,  
Andrew B. Downs, Esq., of the law firm of Bullivant Houser Bailey, PC; and Defendants  
Lockton Affinity Series of Lockton Affinity, LLC f/k/a Lockton Affinity, LLC, f/k/a  
Lockton Risk Services, Inc. ("Lockton") and Brent Ryan ("Ryan"), by and through their

1 attorneys of record, Marc S. Cwik, Esq. and Steven L. Foremaster, Esq., of the law firm  
2 of Lewis Brisbois Bisgaard & Smith, LLP, hereby request and stipulate as follows.

3 **I. RECITALS.**

4 1. On February 16, 2017 Plaintiff Performance Rhino, LLC dba Gun Garage  
5 ("Gun Garage") filed this action against Granite State Insurance Company ("Granite  
6 State"), Lockton Affinity, LLC ("Lockton") and Brent Ryan ("Ryan").

7 2. On March 17, 2017 Lockton Affinity and Ryan filed a Notice of Removal  
8 from Nevada State District Court to the U.S. District Court for the District of Nevada.

9 3. On March 20, 2017 Granite State joined that Notice of Removal.

10 4. On March 21, 2017 this Court issued a Minute Order assigning the matter  
11 to Judge Andrew P. Gordon.

12 5. Lockton Affinity, Ryan and Granite all answered Gun Garage's Complaint  
13 and denied liability for any claims.

14 6. In August and September, 2017 the Defendants individually negotiated  
15 settlements with Gun Garage.

16 7. One of the relevant settlement terms is that there would be a determination  
17 by this Court that the settlements were reached in good faith.

18 8. The parties wish to keep their settlement amounts confidential from the  
19 public record and have agreed to submit the settlement amounts to the Court for an in-  
20 camera review, should this Court request to view the settlement amounts.

21 9. The parties, therefore, now entered the following stipulations.

22 **II. STIPULATIONS.**

23 IT IS HEREBY STIPULATED AND AGREED by and between the parties that  
24 the settlement entered into between Granite State and Gun Garage has been entered into  
25 in good faith, pursuant to NRS 17.245 and applicable case law, and any and all claims,  
26 counterclaims and third-party claims for contribution or equitable/implied indemnity of  
27 any party, person or entity against Granite and/or Gun Garage, whether compulsory or

1 permissive, whether asserted or not, whether legal or equitable, related in any way to the  
2 claims asserted in the case at bar shall forever be discharged and barred, with prejudice;

3 IT IS HEREBY STIPULATED AND AGREED by and between the parties that  
4 the settlement entered into between Lockton Affinity, Ryan and Gun Garage has been  
5 entered into in good faith, pursuant to NRS 17.245 and applicable case law, and any and  
6 all claims, counterclaims and third-party claims for contribution or equitable/implied  
7 indemnity of any party, person or entity against Lockton Affinity, Ryan and/or Gun  
8 Garage, whether compulsory or permissive, whether asserted or not, whether legal or  
9 equitable, related in any way to the claims asserted in the case at bar shall forever be  
10 discharged and barred, with prejudice; and

11 IT IS HEREBY STIPULATED AND AGREED by and between the parties that  
12 Gun Garage's Complaint against Granite State, Lockton Affinity and Ryan shall be  
13 dismissed in its entirety with prejudice, with each party to bear their own costs and  
14 attorneys fees.

15 Dated this 20th day of September, 2017.

Dated this 20th day of September, 2017.

16 **MARQUIS AURBACH COFFING**

**LEWIS BRISBOIS BISGAARD &  
SMITH**

17  
18 By: /s/ Jason M. Gerber, Esq.

By: /s/ Marc S. Cwik, Esq.

19 Jason M. Gerber, Esq.  
20 Nevada Bar No. 9812  
21 Jared M. Moser, Esq.  
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Rhino, LLC d/b/a Gun Garage/GAG*

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Las Vegas, Nevada 89118  
*Attorney for Defendants Lockton  
Affinity Series of Lockton Affinity,  
LLC f/k/a Lockton Affinity, LLC,  
f/k/a Lockton Risk Services, Inc.  
and Brent Ryan*

1 Dated this 20th day of September, 2017.

2 **BULLIVANT HOUSER BAILEY, P.C.**

**KRAVITZ, SCHNITZER  
& JOHNSON, CHTD.**

3  
4 By: /s/ Andrew B. Downs, Esq.

and

5 Andrew B. Downs, Esq.  
6 Nevada Bar No. 8052  
101 Montgomery Street, Suite 2600  
San Francisco, CA 94109  
*Attorneys for Defendant Granite State Insurance Company*

Martin J. Kravitz, Esq.  
Nevada Bar No. 83  
8985 S. Eastern Avenue, Suite 200  
Las Vegas, Nevada 89123

7  
8 **ORDER**

9 Upon review of the above Recitals and Stipulations, and good cause appearing,

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Settlements  
11 entered into between Granite State and Gun Garage, and between Lockton, Ryan and  
12 Gun Garage, have been entered into in good faith pursuant to NRS 17.245 in the  
13 applicable case law, and any and all claims, counterclaims and third-party claims for  
14 contribution or equitable/implied indemnity of any party, person or entity against Granite  
15 State, Lockton, Ryan and/or Gun Garage, whether compulsory or permissive, whether  
16 asserted or not, whether legal or equitable, related in any way to the claims asserted in the  
17 case at bar, shall forever be discharged and barred, with prejudice; and

18 IT IS HEREBY FURTHER ORDER, ADJUDGED AND DECREED that Gun  
19 Garage's Complaint shall be dismissed in its entirety with prejudice, with each party to  
20 bear their own costs and attorneys fees.

21 IT IS HEREBY ORDERED this 3rd day of October, 2017.

22  
23  
24 

25 UNITED STATES DISTRICT JUDGE  
26  
27

**MARQUIS AURBACH COFFING**

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Submitted by:

MARQUIS AURBACH COFFING

By: /s/ Jason M. Gerber, Esq.

Jason M. Gerber, Esq.

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*LLC d/b/a Gun Garage/GAG*